

# Exhibit 2

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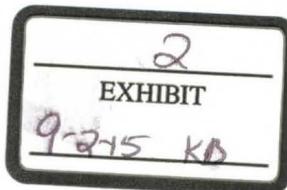


EXHIBIT A

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES COMMODITY FUTURES  
TRADING COMMISSION, Case No. 13-7884 (AT)

Plaintiff,

v.

DONALD R. WILSON AND DRW  
INVESTMENTS, LLC,

Defendants.

ACKNOWLEDGMENT AND DECLARATION OF COMPLIANCE

I hereby acknowledge that I have: been given a copy of the Stipulated Protective Order dated July 29, 2014, in the above-captioned case; read the Stipulated Protective Order; and agree to be bound by it. I further understand and agree that I shall not disclose Confidential or Highly Confidential information or documents to others, except in accordance with the Stipulated Protective Order. I further understand and agree that my obligation to honor the confidentiality of such Confidential or Highly Confidential information or documents will continue even after the termination of this litigation. I further understand and agree that, in the event that I violate the terms of the Stipulated Protective Order, I will be subject to sanctions, including but not limited to sanctions by way of contempt of court. I further

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understand and agree to submit myself to the personal jurisdiction of this Court for matters pertaining to this acknowledgment and declaration.

**If executed within the United States, its territories, possessions or commonwealths:**

I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

Executed on this 13 day of April, 2015 at Washington, DC by

Jeffrey H. Harris Signed: JH

Name: Jeffrey H. Harris

Title: Professor

On Behalf of: \_\_\_\_\_

**If executed outside of the United States:**

I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ by

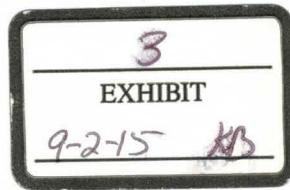
Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

On Behalf of: \_\_\_\_\_

# Exhibit 3



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES COMMODITIES FUTURES  
TRADING COMMISSION,

Civil Action No.: 13 civ 7884

Plaintiff,

-against-

ECF CASE

DONALD R. WILSON AND DRW  
INVESTMENTS, LLC,

Defendants.

EXPERT REPORT OF JEFFREY H. HARRIS, Ph.D.

JULY 27, 2015

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## I. ASSIGNMENT

1. I understand that the Plaintiff, U.S. Commodity Futures Trading Commission ("CFTC"), has alleged that Defendants, Donald R. Wilson, Jr. and DRW Investments, LLC ("DRW"),<sup>1</sup> illegally placed orders for a futures contract known as the IDEX USD Three-Month Interest Rate Swap Futures Contract (the "Three Month Contract")<sup>2</sup> to influence settlement prices<sup>3</sup> in their favor, thereby increasing the value of their portfolio and illicitly gaining a profit at the expense of their trading counterparties.<sup>4</sup>
2. I have been retained by Kobre & Kim, LLP, counsel for Defendants, to assess whether DRW's bids reflected legitimate supply or demand for the Three Month Contract, whether the Three Month Contract's settlement price prior to the bids at issue reflected legitimate supply or demand for the Three Month Contract, and whether DRW's profits on the Three Month Contract were impacted by the at issue bids. In addition, I have been asked to review and respond to certain opinions expressed by CFTC's expert, Mr. Robert M. MacLaverty, in his report (the "MacLaverty Report") filed in connection with the current matter.<sup>5</sup>
3. More specifically, I have been asked to:

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<sup>1</sup> In this report, I use the term "DRW" for the entity DRW Investments, LLC unless noted otherwise.

<sup>2</sup> Complaint for Injunctive and Other Equitable Relief and for Civil Monetary Penalties under the Commodity Exchange Act in *United States Commodity Futures Trading Commission v. Donald R. Wilson and DRW Investments, LLC*, November 6, 2013 (hereinafter the "Complaint"), ¶2.

<sup>3</sup> The "price" of the Three Month Contract is expressed as the interest "rate" of the fixed leg portion of the swap (See Complaint ¶2 and Rules of International Derivatives Clearinghouse, LLC, As of September 1, 2010, IDCG0010640, p. 99 (hereinafter "IDCH Rulebook")). In my report, I use the terms "price" and "rate" interchangeably depending on the context to facilitate the comparison between the Three Month Contract and non-cleared over-the-counter interest rate swaps, which are quoted in rates.

<sup>4</sup> Complaint ¶1.

<sup>5</sup> Expert Report of Robert M. MacLaverty, Prepared at the Request of Plaintiff United States Commodity Futures Trading Commission in *United States Commodity Futures Trading Commission v. Donald R. Wilson and DRW Investments, LLC*, June 19, 2015.